

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

OSCAR L. DAVIS
PLAINTIFF

VS.

CA 08 - 0560 -CG-C

COMPASS BANK ET AL
DEFENDANTS

FILED NOV 18 2008 AM 2:27PM 2008
CLERK'S OFFICE

AMENDED COMPLAINT

THIS COMPLAINT STEMS OUT OF THE MISREPRESENTATION AND THE CONSPIRACY TO DEFRAUD PLAINTIFF BY THESE DEFENDANTS AND THEIR STAFF(S) IN A (N) ATTEMPT TO PURCHASE A CAR FROM CHUCK STEVENS CHRYSLER / DODGE / JEEP . SEVERAL RETAIL INSTALLMENT CONTRACTS WERE MADE BY AGENTS OF COMPASS BANK AND CHUCK STEVENS C/D/J . SEVERAL CONTRACTS TO PURCHASE (1) 2008 JEEP COMPASS ; REFLECTING DIFFERENT AMOUNTS FOR PURCHASE PRICE AND DIFFERENT TITLE APPLICATION SHOWING A CAR OTHER THAN THE 2008 JEEP COMPASS (2007 DODGE CHARGER) . PLAINTIFF WERE CO-ERCED INTO SIGNING THE DIFFERENT CONTRACTS WITHOUT A CLEAR UNDERSTANDING OF WHAT HE WERE BUYING OR THE PURCHASE PRICE . NO PROPER DISCLOSURE . AFTER SEVERAL ATTEMPTS BY PLAINTIFF TO GET THE DEFENDANTS TO CLEARIFY THIS BY PHONE AND WRITING LETTERS TO NO AVAIL ; PLAINTIFF HAD NO OTHER CHOICE BUT TO FILE THIS LAW SUIT ; DEFENDANTS ARE IN VIOLATION OF 15 U.S.C.A. 1691 ET SEQ
(EQUAL CREDIT PROTECTION ACT)

THE JURISDICTION OF THIS COURT LIES IN THE CONGRESSIONAL FINDINGS AND STATEMENT OF PURPOSE:

SECTION 502 OF PUB. L. 93-495 PROVIDED THAT :

THE CONGRESS FINDS THAT THE VARIOUS FINANCIAL INSTITUTIONS AND OTHER FIRMS ENGAGED IN THE EXTENTION OF CREDIT EXERCISE THEIR RESPONSIBILITY TO MAKE CREDIT AVAILABLE WITH FAIRNESS , IMPARTIALITY AND WITHOUT DISCRIMINATION . ECONOMIC STABILIZATION WOULD BE ENHANCED AND COMPETITION AMONG THE VARIOUS FINANCIAL INSTITUTIONS AND OTHER FIRMS ENGAGED IN THE EXTENSION OF CREDIT WOULD BE STRENGTHENED BY AN ABSENCE OF DISCRIMINATIONAS WELL AS BY THE INFORMED USE OF CREDIT , WHICH CONGRESS HAS HERETOFORE SOUGHT TO PROMOTE , IT IS THE PURPOSE OF THIS ACT . [SEE SHORT TITLE SET OUT IN SECTION 1601 OF THIS TITLE]. THE DEFENDANTS VIOLATED THIS ACT BECAUSE PLAINTIFF IN "GOOD FAITH " TRIED TO EXERCISE HIS RIGHT TO PURCHASE A NEW AUTOMOBILE AND WERE ENTITLED TO BE TOLD THE TRUTH AND MADE AWARE OF ALL FINANCIAL ARRANGEMENTS WITH PROPER DISCLOSURE BY THE DEFENDANTS DURING THIS TRANSACTION , BUT WERE NOT ; LIES UNDER THE SCOPE OF PROHIBITIONS OF 15 U.S.C.A.1691 (A) , (3)

COUNT I --- MISREPRESENTATION

NO DISCLOSURE OF WHY PRICE CHANGED .
THE DEFENDANT BOBBY HANSEN (HENSELL) BY AUTHORITY OF CHUCK STEVENS , D/B/A/ CHUCK STEVENS CHRYSLER - DODGE - JEEP SHOWED THE 2008 JEEP COMPASS SELL PRICE AS STATED ON THE FEDERAL WINDOW STICKER ; THEN HAD IT CHANGED \$5000.00 DOLLARS ON ONE CONTRACT THAT THEY HAD PLAINTIFF TO SIGN, RAISING THE PROFIT FOR THESE DEFENDANTS OVER \$5000.00 DOLLARS WITHOUT ADDING ADDITIONAL EQUIPMENT.

WHEREFORE PLAINTIFF DEMANDS DAMAGES IN EXCESS OF STATUTORY MINIMUM OF THIS COURT PLUS ALL COST ASSOCIATED WITH THIS ACTION .

COUNT II -----

CONSPIRACY TO DEFRAUD

THE DEFENDANTS BOBBY HANSEN , CHUCK STEVENS , CHUCK STEVENS C/D/J AND COMPASS BANK SENIOR LOAN OFFICER HAROLD @ (800) 239-1996 (UNDER THE AUTHORITY OF MR. JOSE MARIA GARCIA MEYERS) CONSPIRED TO DEFRAUD THE PLAINTIFF BY RAISING THE MANUFACTURES SUGGESTED RETAIL PRICE WITHOUT ADDING ADDITIONAL EQUIPMENT ON THE 2008 JEEP COMPASS , TO REFLECT THE AMOUNT FINANCED TO EXCEED \$ 7000.00 DOLLARS OVER THE PRICE ORIGINALLY QUOTED PLAINTIFF BY BOBBY HANSEL AND RAISING THE INTEREST RATE OVER WHAT COMPASS BANK STATED PLAINTIFF WERE ENTITLED TO WITHOUT DISCLOSURE SO AS TO PREVENT PLAINTIFF FROM RECEIVING PAYMENTS HE IS ENTITLED TO OR PREVENTING REFINANCING THIS VEHICLE TO ACHIEVE A MORE DESIRABLE PAYMENT, BECAUSE OF PLAINTIFF'S LACK OF KNOWLEDGE OF FINANCING , THE FACT PLAINTIFF IS AFRICAN AMERICAN AND HIS AGE .

WHEREFORE PLAINTIFF DEMANDS DAMAGES AS FOLLOW ; DEFENDANTS TO CORRECT THE PRICE AND TERMS OF THIS TRANSACTION TO WHAT IS RIGHT AND JUST PLUS PAY ALL COSTS ASSOCIATED WITH THIS ACTION .

COUNT III -----

DEFRAUD

ON THE DATE OF THIS TRANSACTION PLAINTIFF WERE GIVEN WHAT HE WERE TOLD HIS " CAR PAPERS " IN A (N) ENVELOPE AFTER LEAVING THE DEALERSHIP PLAINTIFF LOOKED AT THE PAPERS AND NOTICED THAT THE PRICE ON THIS CONTRACT WERE DIFFERENT FROM THE PRICE ON THE OTHER CONTRACT HE WAS TOLD TO SIGN AND THE TITLE APPLICATION WERE TO A VEHICLE OTHER THAN THE 2008 JEEP COMPASS (A 2007 DODGE CHARGER). PLAINTIFF CALLED THE DEALERSHIP AND BOBBY HANSEN TOLD HIM TO " COME BACK TOMMORROW AND HE WOULD TAKE CARE OF IT ." UPON ARRIVING THE FOLLOWING DAY AND SHOWING BOBBY HANSEN WHAT WAS THE MATTER , BOBBY HANSEN BECAME VERY I-RATE AND TOLD PLAINTIFF IF HE DID NOT LEAVE THAT HE WOULD CALL THE POLICE AND HAVE PLAINTIFF ARRESTED ; BECAUSE THIS DEAL WERE FINAL . PLAINTIFF THEN CALLED CHUCK STEVENS (THE OWNER OF CHUCK STEVENS C/D/J), HE CAME THERE ; PLAINTIFF SHOWED HIM WHAT WAS WRONG ,

CHUCK STEVENS SAID HE WOULD NOT CHANGE THE CONTRACT. PLAINTIFF WENT HOME AND CALLED COMPASS BANK BECAUSE THIS WAS ON A COMPASS BANK CONTRACT AND CHUCK STEVENS AND HIS STAFF IS UNDER A DEALER AGREEMENT CONTRACT TO ACT AS AGENTS OF COMPASS BANK . PLAINTIFF TALKED TO CUSTOMER SERVICE PERSON DENISE T. @ 1-(866) - 887-9271 , THEN TO SUSAN FORD CUSTOMER SERVICE SUPERVISOR @ (205) 297-3968 , THEN TO JOHN L. HOLLAND DEALER DEPT. LOAN OFFICER @ (205) 238-2249 THEN TO TIFFANY JENNINGS DEALER LOAN OFFICER SUPERVISOR @ (713) 867 - 2848 IN HOUSTON , TEXAS ; THEN TO LINDA LEGGETT DEALER DEPT SUPERVISOR @ (713) 867-2846 AND ALSO THE EXECUTIVE ASST. TO MR. JOSE MARIA GARCIA MEYERS (PRESIDENT OF COMPASS BANK) @ (205)297-3000 AND EVEN FAXED COPIES OF THE DOCUMENTS (CONTRACT AND TITLE APPLICATION TO THE 2007 DODGE CHARGER WHICH SHOWED COMPASS BANK AS LEIN HOLDER) AND PLAINTIFF WERE TOLD HE WOULD HAVE TO TALK TO THE DEALER . THE DEALER WOULD NOT TALK , LEAVING PLAINTIFF NOT KNOWING IF HE HAD PURCHASED A 2008 JEEP COMPASS OR HOW MUCH IT COST. THE PURPOSE OF CREDIT DISCLOSURE PROVISIONS OF THE TRUTH IN LENDING STATUES AND THEIR UNDERLYING REGULATIONS IS TO INSURE MEANINGFUL DISCLOSURE OF CREDIT TERMS SO THAT CONSUMERS ARE ABLE TO READILY COMPARE VARIOUS AVAILABLE CREDIT TERMS TO AVOID UNIFORMED USE OF CREDIT .

WHEREFORE PLAINTIFF DEMANDS DAMAGES AS FOLLOW : PLAINTIFF TO RECEIVE A PRICE AND TERMS OF FINANCE THAT IS JUST AND FAIR AND THE DEFENDANTS PAY ALL COST ASSOCIATED WITH THIS ACTION .

PLAINTIFF DEMANDS TRIAL BY JURY .
DONE THIS 18 DAY OF NOVEMBER 2008



OSCAR L. DAVIS
1716 JARRELL DR.
WHISTLER , AL. 36612
(251) 452-2407

CC: GEORGE M. WALKER
NORMAN M . STOCKMAN
ATTORNEYS FOR COMPASS BANK AND
JOSE MARIA GARCIA MEYERS
P .O. BOX 123
MOBILE , AL . 36601

W. BEATTY PEARSON , ESQ.
ATTORNEY FOR BOBBY HANSEN
CHUCH STEVENS , CHUCK STEVENS C/D/J
P.O.BOX 7980
SPANISH FORT , AL . 36577

DAVID P. STEVENS
ATTY. FOR BOBBY HANSEN
CHUCK STEVENS, CHUCK STEVENS C/D/J
P. O. Box 4128
MONTGOMERY , AL. 36103

CERTIFICATE OF SERVICE

I OSCAR L . DAVIS , DO HEREBY CERTIFY THAT I HAVE
SERVED A COPY OF THE FOREGOING ON THE DEFENDANTS
ATTORNEYS VIA U.S. MAIL , FIRST CLASS POSTAGE PREPAID .
DONE THIS 18 DAY OF NOVEMBER 2008.

Oscar L Davis
OSCAR L. DAVIS



2008 MODEL YEAR

COMPASS SPORT 4X2 RALLYE EDITION

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$16,475

JEEP COMPASS FWD (LHD)

Exterior Color: Brilliant Black Crystal Pearl Coat Exterior Paint
 Interior Color: Dark Slate Gray Interior Color
 Interior: YES Essentials(R) Premium Cloth Bucket Seats
 Engine: 2.4L 4-Cyl DOHC 16V Dual VVT Engine (172-hp)
 Transmission: Continuously Variable Transaxle II

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags**

Supp. Side Curtain Frt/Rr Air Bags

Electronic Stability Program

Electronic Roll Mitigation

Anti-Lock Frt Disc/Rr Drum Brakes

Brake Assist

Sentry Key Theft Deterrent System

Rear Window Defroster

Rear Window Wiper/Washer

Sliding SunVisors w/Mirrors

12V Auxiliary Power Outlet

Power Accessory Delay

INTERIOR FEATURES

Air Conditioning

Rear 60/40 Folding Seat

Ultrafloor Vinyl Load Floor Covering

AM/FM Compact Disc Radio

Sliding Armrest

Full Length Floor Console

Tilt Steering Column

Outside Temp Display in Odometer

Tire Pressure Monitoring Warning LP

Front Dome Lamp

EXTERIOR FEATURES

17" x 6.5" Aluminum Sparkle Silver Wheels

P215/60R17 Black Side Wall All Season Touring tires

Compact Spare Tire

Fog Lamps

Side Roof Rails

Halogen Headlamps

OPTIONAL EQUIPMENT

Customer Preferred Package 26E

\$2,125

Height-Adjustable Driver's Seat

Passenger Assist Handles*

YES Essentials(R) Premium Cloth Bucket Seats

Deep-Tint Sunscreen Glass

Power Fold-Away Mirrors

Power Windows with Driver's One-Touch-Down Feature

Speed-Sensitive Power Locks

Remote Keyless Entry

Illuminated Entry

Speed Control

Rear 60/40 Reclining and Folding Seat Backs

Front-Passenger Fold-Flat Seat Back

Auxiliary 115-Volt Power Outlet

Interior Removable/Rechargeable LED Flashlight

Map/Dome Reading Lamps

Premium Front and Rear Carpeted Floor Mats

Rallye Group \$1,985

18" x 7.0" Rallye Aluminum Wheels

P215/55R18 Black Side Wall AS Performance Tires

Body Color Kit by MOPAR

Tri-Level Spoiler

Bright Exhaust Tip

Continuously Variable Transaxle II \$1,100

AutoStick(R) Automatic Transmission

Includes Full Tank of Fuel NO CHARGE

DESTINATION CHARGE

\$580

TOTAL PRICE: * \$22,265

WARRANTY COVERAGE

Lifetime Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

3-year or 36,000-mile 24-hour towing assistance.

Certain restrictions apply. Ask Dealer for a copy of the limited warranties or see your owner's manual for details.



Assembly Point/Port of Entry: BELVIDERE, ILLINOIS, U.S.A.

VIN: 1J8-FT47W58D-715470

LA-VON: 4823

0410

SHIPTO: 68965 01
 CHUCK STEVENS DODGE-CHRY-JEEP
 400 HWY 31 SOUTH
 BAY MINETTE AL 36507-

SOLDTO: 68 68965
 CHUCK STEVENS DODGE-CHRY-JEEP
 400 HWY 31 SOUTH
 BAY MINETTE AL 36507-

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.



**ALABAMA DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISION - TITLE SECTION
P. O. Box 327666, Montgomery, AL 36132-7666**

**Application For Certificate of Title
MVT-5-1E (REV 06/06)**

This duplicate copy serves as a permit for the operation of the motor vehicle described below until the revenue department issues a certificate of title or refuses to issue a certificate of title and shall continue to serve as evidence of ownership and as a permit for the operation of the vehicle after title is issued.

Application Number	<u>E000566001</u>	Application Date	<u>06/05/2008</u>	Transaction Code	<u>01</u>	Legend Codes	<u>71</u>
Current Alabama Title #	<u> </u>	Enclosures	<u>MS</u>				
Surrendering Out of State Title	<u> </u>	State	<u> </u>	Title #	<u> </u>		
Gross Selling Price	<u>\$27,115.71</u>	Trade-In Allowance	<u>\$14,135.96</u>				

VEHICLE INFORMATION

VIN	<u>2B3KA43R27H712377</u>	Year	<u>2007</u>	Make	<u>DODG</u>	Model	<u>CHARGER</u>	Body Type	<u>4D</u>
Cylinders	<u>6</u>	New/Used	<u>New</u>	Color	<u>GRN</u>			# Liens	<u>1</u>
Purchase Date	<u>06/05/2008</u>	Odo. Reading	<u>10 Miles</u>	Reading Type		A - Actual			

OWNER INFORMATION (FELONY OFFENSE FOR FALSE ADDRESS)

Alabama Operator (Lessee) If Different:

Name	DAVIS OSCAR L	Name	
Mailing Address	1716 JARRELL DR	Resident Address	
City, State, Zip	WHISTLER, AL 36612	City, State, Zip	

LIENHOLDER INFORMATION (FELONY OFFENSE FOR FAILURE TO NAME LIENHOLDER WITH INTENT TO DEFRAUD)

Alabama law requires that the certificate of title be mailed to the first lienholder.

First Lienholder	Second Lienholder
Name <u>COMPASS BANK</u>	Name _____
Mailing Address <u>PO BOX 830939</u>	Mailing Address _____
City, State, Zip <u>BIRMINGHAM, AL 35283</u>	City, State, Zip _____
Date of Lien <u>06/05/2008</u>	Date of Lien _____

SELLER INFORMATION

Name CHUCK STEVENS AUTOMOTIVE INC. Physical Address P.O. BOX 939 City, State, Zip BAY MINETTE, AL 36607

SIGNATURES (FELONY OFFENSE FOR FALSE STATEMENTS)

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE AND THIS VEHICLE WILL NOT BE THE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE. I FURTHER CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE DESCRIBED HAS BEEN PHYSICALLY INSPECTED BY ME AS A DESIGNATED AGENT OF THE DEPARTMENT, AS REQUIRED BY LAW, AND THAT THE INFORMATION CONTAINED THEREON IS TRUE AND CORRECT.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE DESCRIBED HAS BEEN PHYSICALLY INSPECTED BY ME AS A DESIGNATED AGENT OF THE DEPARTMENT, AS REQUIRED BY LAW, AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSONALITY FILE APPLICATION AND WITNESSED THE SIGNATURE /

DA Signature:  **Date:** 01/15/08

ATTENTION APPLICANT: You can track the status of your title application by entering the title application number listed above at the following website: www.aletaps-status.com



Jeep

Phone: (251) 837-1000
Fax: (251) 837-0880P. O. BOX 7 • 400 HWY. 31 SOUTH • BAY MINETTE, AL 36507,
MOTOR VEHICLE PURCHASE ORDER Salesman FLYNN, ANGELA

Date 06/05/2008

Purchaser OSCAR L DAVIS Res. Phone (251) 452-2400 Bus. Phone _____

Mailing Address 1716 JARRELL DR City WHISTLER State AL Zip 36612

Physical Address _____ City _____ State _____ Zip _____

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery to be made JUN 05, 2008 or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

<input type="checkbox"/> Demo	Year 2008	Make JEEP	Cyl 4	Model COMPASS	Body Style UT	Stock No. J1077
<input type="checkbox"/> New						
<input type="checkbox"/> Used						
Color BLK	Trim	VIN 1J8FT47W580715470				
License No.	Decal No.	Key No's.	Mileage at Delivery: 10			

LIEN HOLDER INFORMATION			
LIEN HOLDER: COMPASS BANK	PHONE:	LIST PRICE \$ 27115.71	
MAILING ADDRESS: PO BOX 830939		UNDERCOATING N.A.	
CITY, STATE, ZIP: BIRMINGHAM AL 35283		RUSTPROOF N.A.	
INSURANCE CO:		PAINT SEALANT N.A.	
ADDRESS:	PHONE:	FABRIC GUARD N.A.	
CITY	STATE ZIP	OPTIONAL EQUIPMENT N.A.	
AGENT:			
POLICY#			
EFFECTIVE FROM:	TO:		
COMP DED. \$	COLL DED. \$		

DESCRIPTION OF TRADE-IN				
YEAR 2005	MAKE DODGE	MODEL DAKOTA	TYPE QUAD	COLOR RED
CYL.	LICENSE	DECAL	MILEAGE 20722	
V 1	0	7	H E 4	0 N 6 5 S 2 6 9 1 8 1
M				
WELLS FARGO				
TRADE-IN LIEN HOLDER				
ADDRESS 14135.96				
AMOUNT OF PAY-OFF QUOTED BY				
ACCT # GOOD THRU				
TOTAL SALES PRICE \$ 27115.71				
TRADE-IN ALLOWANCE 14135.96				
DIFFERENCE 12979.75				
BILLING & CLERICAL FEES \$ 399.50				
SUB-TOTAL 13379.25				
ALABAMA SALES TAX 468.27				
TITLE FEE 16.50				
EXTENDED SERVICE PLAN 2226.00				
SUB-TOTAL 16090.02				
AMOUNT OWING ON TRADE-IN 14135.96				
TOTAL AMOUNT DUE 30225.98				
DEPOSIT WITH ORDER: Rec. # 1500.00				
CASH ON DELIVERY: Rec. # N.A.				
UNPAID BALANCE DUE \$ 28725.98				

DISCLAIMER OF WARRANTIES

As part of the purchase price, the Purchaser does hereby grant, bargain, sell and convey the above described automobile to Seller. Purchaser warrants title to and possession of said automobile to be in him, and that same is free from encumbrances, and all debts except the pay-off amount stated above. Purchaser further warrants his good right to sell and deliver the above described automobile.

Purchaser hereby acknowledges that he has read and understands the above and that Seller has made available to him, prior to the purchase, the factory warranty which Purchaser understands constitutes all of the warranties with respect to the sale of this new vehicle.

Used Car Value - Dodge Dakota Pickup-1/2 Ton-V6 Quad Cab SLT

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2005 Dodge Dakota Pickup-1/2 Ton-V6 Quad Cab SLT

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June 09, 2008

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PRICING

Clean Trade-In	Clean
\$11,650	
\$1,200	

Base Price

Mileage - 20,500 miles

Options

4.7L V8 Engine	\$475
Add Fiberglass Cap (Pickups)	\$550
Add Trailer Towing/Camper Pkg.	\$175
Aluminum/Alloy Wheels (Std. SLT, Laramie)	\$200
Cruise Control (Std. SLT, Laramie)	\$175
Power Seat (Std. Laramie)	\$200

\$14,625

TOTAL PRICE

* This Retail price is based on a clean vehicle history report. Don't make a \$17,300 mistake. Get a Free Check today.

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Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certificate worth a significantly higher value than the Retail price shown.

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**INSTALLMENT SALES CONTRACT
AND SECURITY AGREEMENT
Simple Interest Method (Alabama)**

Buyer (and Co-Buyer) Full Name and Address
(Include County & Zip Code)1716 JARRELL DR
WHISLER AL 36612Seller (Creditor) Name, Street Address
Phone Number400 S. US HLY 31
BAY MINETTE, AL 36507
251-937-2961

Date: 07/05/08

I, the undersigned, have read and understand the terms of this Installment Sales Contract and Security Agreement (the "Contract"), the words "I", "me", and "mine" refer to the Buyer and any Co-Buyer. The words "you" and "your" refer to the Seller and, after assignment of this Contract, to Compass Bank and/or any subsequent or other assignee.

I understand that I may buy the Vehicle described below for cash or on credit. The cash price is shown below in the "Itemization of Amount Financed" as "Total Cash Price". The credit price is shown below in the federal Truth in Lending disclosure box as "Total Sale Price." By signing below, I choose to buy the Vehicle on credit and the terms of this Contract.

Vehicle Description: I agree to buy and you agree to sell the following Vehicle:

Year	Model	Body Type	License No./Year	Serial No.
2008	COMPASS	UT	N/A	1J8FT47W58D715470

FEDERAL TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	Amount Financed <small>The amount of credit provided to me or on my behalf.</small>	Total of Payments <small>The amount I will have paid when I have made all scheduled payments.</small>	Total Sale Price <small>The total cost of my purchase credit, including my down payment of</small>
8.45 %	\$ 8714.02	\$ 29520.98	\$ 38235.00	\$ 39735.00
Number of Payments	Amount of Payments		When Payments are Due	
75	\$ 509.80		07/20/08	
My Payment Schedule				
N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

Security: I am giving you a security interest in the Vehicle being purchased.

Late Charge: If a payment is not made within ten (10) days after it is due, I will be charged five percent (5%) of the unpaid portion of the scheduled payment, \$10.00, whichever is greater, but a late charge will not exceed \$100.

Prepayment: If I pay off early, I will not have to pay a penalty.

Additional Information: Other sections of this Contract contain additional information about nonpayment, default, any required repayment in full before the scheduled date, and security interests.

PAYMENTS BEFORE OR AFTER DUE DATE: THE FINANCE CHARGE UNDER THIS CONTRACT IS CALCULATED ON A SIMPLE INTEREST BASIS. The amount of the finance charge disclosed above likely will differ from the amount I actually pay. The earlier I make payments before the due dates, the less finance charge I will pay. On the other hand, the later I make payments after they are due, the greater the finance charge I will pay. The amount I actually owe on the date of my final scheduled payment may be different than the disclosed amount of my final payment.

CREDIT INSURANCE AND PROPERTY INSURANCE

Credit life insurance and credit disability insurance are not required in order to obtain credit, and will not be provided unless I sign for them and agree to pay the additional costs. If I choose to purchase credit insurance coverage and am accepted by the insurance company, the terms of this coverage will be described in the policies or certificates issued by the insurance company.

Type	Premium	Term
Credit Life	N/A	N/A
Credit Disability	N/A	N/A
Joint Credit Life	N/A	N/A

I want credit life insurance.

Buyer's Signature: N/A

I want credit disability insurance.

Buyer's Signature: N/A

We want joint credit life insurance.

Buyer's Signature: N/A

Co-Buyer's Signature: N/A

PROPERTY INSURANCE NOTICE: I am required to insure the Vehicle, as described in Section 10 on the back of this Contract. I shall have the option of furnishing the required property insurance either through my existing insurance policies or by obtaining from the person or my choice, the required property insurance coverage through any insurance company authorized to transact business in Alabama.

I have bought or promptly will buy the required property insurance through: (Insurance Company and Agent)

ITEMIZATION OF AMOUNT FINANCED

1. A. Cash Price (including taxes and vehicle services)	\$ 27583.98	(A)
B. Other	\$ 795.00	(B)
TOTAL CASH PRICE (1A THROUGH B)		
2. A. Trade-in (Described below)	\$ 14135.96	(A)
2005 DODGE DAKOTA 1D7HF48N65S269181		
B. Pay Off (if any)	\$ 14135.96	(B)
C. NET TRADE-IN (2A minus B)	\$ N/A	(C)
D. Cash Downpayment	\$ 1500.00	(D)
TOTAL DOWNPAYMENT (2C + D)		
3. NET CASH PRICE (1 minus 2)	\$ 26878.98	
4. Amount Paid to Others on My Behalf (Seller may retain a portion of these amounts)		
A. To Insurance Companies	\$ N/A	(A)
To Public Officials		
B. UCC Filing Fees	\$ 16.50	(B)
C. Certificate of Title Fees	\$ N/A	(C)
D. License/Registration Fees	\$ N/A	(C)
Additional Charges		
E. To PERFORMANCE FIR	\$ 2226.00	(D)
for Vehicle Service Contract (optional)		
F. To CHUCK STEVENS AUTOM	\$ 399.50	(E)
for CLERICAL/DOC FEE	\$ 2642.00	
TOTAL OTHER CHARGES (4A through E)		
5. AMOUNT FINANCED (3+4)	\$ 29520.98	

*You do not require the purchase of any vehicle service contract as a condition to the sale of this vehicle. A purchase of a vehicle service contract is solely at your option.